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Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

In the Matter of

Application by BellSouth Corporation,  
BellSouth Telecommunications, Inc.  
and BellSouth Long Distance, Inc., for  
Provision of In-Region, InterLata  
Services in Louisiana

CC Docket No. 97-231

**REPLY AFFIDAVIT OF WILLIAM N. STACY**

William N. Stacy, being duly sworn, deposes and says:

**I. PURPOSE OF THE AFFIDAVIT**

1. I am William N. Stacy, Assistant Vice President - Services, Interconnection Operations, at BellSouth Telecommunications (BellSouth). Having provided an affidavit on performance measurements as part of BellSouth's initial 271 Application in Louisiana, I will address various statements and data presented by commenters concerning BellSouth's current performance measurements and future performance measurement commitments. In particular, I will address the affidavits of Mr. Michael Pfau (for AT&T) and Mr. Sam King (for MCI) as well as comments by Sprint, ALTS and the Department of Justice ("DOJ").

## **II. SUMMARY OF BELL SOUTH'S PERFORMANCE MEASUREMENTS FILED IN ITS LOUISIANA 217 APPLICATION**

2. Because some commentors apparently have not fully understood the commitments discussed in my initial affidavit, I will first summarize BellSouth's performance measurements, which were set forth in my Louisiana affidavit on November 6, 1997. BellSouth's performance measurements fall into three categories:

- 1) Measurements comparing provisioning and maintenance for BellSouth's resale customers (the Competitive Local Exchange Carriers (CLECs)) with similar services BellSouth provides to its retail customers;
- 2) Measurements for providing and maintaining unbundled network elements to BellSouth's wholesale customers; and,
- 3) Measurements for comparing provisioning and maintenance of local interconnection services for CLECs' customers with provisioning and maintenance of services for BellSouth's retail customers.

All of the measurements discussed herein are considered "permanent" BellSouth measurement unless otherwise noted (i.e., referred to as a contractual item based on CLEC specific requirements).

### **Pre-Ordering Performance Measurements**

3. BellSouth's pre-ordering measurements include access times for RNS (Regional Negotiation System), which is used by BellSouth's retail service personnel for pre-ordering functions, and LENS (Local Exchange Negotiation System), which is used by CLECs for pre-ordering functions. BellSouth produces this measurement based on a 100% data collection process for LENS and RNS. RNS collects data daily from 12 sites and LENS data is collected daily from all

production machines. Performance measurements are provided for each of the following functions and associated legacy systems:

- RSAG (Regional Street Address Guide)
  - by TN (Telephone number)
  - by ADDR (Address)
- ATLAS (Application for Telephone number Load Administration System)
- DSAP (DOE Support Application)
- TAFI (Trouble Analysis Facilitation Interface)
- PSIMS (Product/Services Inventory Management Process)
- CSR (Customer Service Record)

Response time data for each of the above functions is measured as follows:

- % of calls < 2.3 seconds
- % of calls > 6 seconds
- Average response time (in seconds)
- # of times the function was called (utilized by the CLECs or BST)

### **OSS Availability**

4. BellSouth provides two reports for its OSS availability measurement: a percent availability report and a scheduled availability report. These two reports measure for CLECs and BellSouth retail the scheduled available time versus the actual time the OSSs were in production to handle CLEC and BST retail transactions.

#### **Percent Availability Report**

EDI (Electronic Data Interchange)  
LEO Mainframe (Local Exchange Ordering)  
LEO Unix  
LESOG (Local Exchange Service Order Generator)

LENS (Local Exchange Negotiation System)

CLEC TAFI (Trouble Analysis Facilitation Interface)

Scheduled Availability Report

LENS (Local Exchange Negotiation System)

LEO (Local Exchange Ordering)

LESOG (Local Exchange Service Order Generator)

EDI (Electronic Data Interchange)

CLEC TAFI (Trouble Analysis Facilitation Interface)

HAL ("Hands-Off" Application Logic)

BOCRIS (Business Office Customer Record Information System)

ATLAS/COFFI (Application for Telephone number Load

Administration System/Central Office Feature File Interface)

RSAG/DSAP (Regional Street Address Guide/DOE Support  
Application)

LMOS Host (Loop Maintenance Operations System)

SOCS (Service Order Communications System)

**Ordering and Provisioning Performance Measurements:**

5. BellSouth provides ordering and provisioning measurements in four (4) functional areas: Resale, Local Interconnection Trunking, Unbundled Network Element - Loop, and Unbundled Network Element - Non-loop (number portability). BellSouth also provides standard installation intervals for UNEs.

Ordering Measurements

- Order Reject/Error Notice - BellSouth measures rejects which occur before system processing begins for electronically placed orders with "fatal" errors caused by incomplete or missing data. This measurement is based on contractually agreed to intervals.

- Firm Order Confirmation (FOC) - BellSouth provides this timeliness measurement based on contractually agreed to intervals.
- % Flow-Thru and associated CLEC error rates for electronically received Local Service Requests (“LSRs”).
- Service Order Intervals (Issue Date to Completion Date)
- Service Order Average Interval (Issue Date to Completion Date)
- Speed of Answer (LCSC)

#### Resale Provisioning Measurements

- % Provisioning Appointments Met. Data for this measurement is summarized by the following classifications:
  - residence dispatch out
  - residence non-dispatch
  - business dispatch out
  - business non-dispatch
  - specials
- % Provisioning Troubles within 30 days of Installation. Data for this measurement is summarized by the following classifications:
  - residence dispatch out
  - residence non-dispatch
  - business dispatch out
  - business non-dispatch
  - specials
- Issue Date to Completion Date Intervals for change (“C”), new connect (“N”) and to (“T”) orders. Data for this measurement is summarized by the following classifications:
  - residence dispatch out
  - residence non-dispatch
  - business dispatch out
  - business non-dispatch

#### Local Interconnection Trunking Provisioning Measurement

- % Provisioning Appointments Met (excluding customer misses)
- New circuit failure rate

#### UNE Provisioning Measurements

##### UNE-Loop

- % Provisioning Appointments Met (excluding customer misses)
- % Provisioning Troubles within 30 days of Installation

##### UNE-Non Loop (LNP)

- % Provisioning Appointments Met (excluding customer misses)
- % Provisioning Troubles within 30 days of Installation

#### **Maintenance and Repair Performance Measurements:**

6. BellSouth provides maintenance and repair measurements for Resale, Local Interconnection Trunking, UNE - Loop, and UNE - Non-loop (number portability). BellSouth also provided target repair intervals for UNEs.

##### Resale Maintenance and Repair Measurements

- % Maintenance Appointments Met - This measurement excludes appointments missed for CLEC reasons or CLEC end user reasons. Data for this measurement is summarized by the following classifications:
  - residence dispatch out
  - residence non-dispatch
  - business dispatch out
  - business non-dispatch
- Maintenance Average Duration, Receipt to Clear - Measured for troubles classified as either total outage or service affecting using BellSouth's existing definitions and testing capabilities to make this

determination. Data for this measurement is summarized by the following classifications:

- residence dispatch out
  - residence non-dispatch
  - business dispatch out
  - business non-dispatch
  - specials
- % Maintenance Repeat Troubles, 30 days - Includes all repeat reports except those that BellSouth is not involved with such as Customer Provided Equipment (CPE). Data for this measurement is summarized by the following classifications:
- residence dispatch out
  - residence non-dispatch
  - business dispatch out
  - business non-dispatch
  - specials
- % Trouble Report Rate - Measurement reflects troubles/100 access lines. Data for this measurement is summarized by the following classifications:
- residence dispatch out
  - residence non-dispatch
  - business dispatch out
  - business non-dispatch
  - specials
- % Out of Service < 24 hours. Data for this measurement is summarized by the following classifications:
- residence dispatch out
  - residence non-dispatch
  - business dispatch out
  - business non-dispatch



- Average Answer Time (Residence & Business Repair Centers).

#### Local Interconnection Trunking

- Maintenance Average Duration, Receipt to Clear
- Total Troubles
- New Circuit Failure Rate
- Blocking Data
  - Trunk blocking - BST to CLEC (trunks ordered by BST)
  - Trunk blocking - CLEC to BST (trunks ordered by CLECs)
  - CTTG blocking
  - Local Trunking Blocking for BST retail customers

#### UNE-Loop

- Total Troubles
- Maintenance Average Duration, Receipt to Clear
- % Maintenance Repeat Troubles, 30 days
- % Trouble Report Rate
- Average Answer Time (LCSC)

#### UNE-Non Loop (LNP)

- Total Troubles
- % Maintenance Appointments Met
- Maintenance Average Duration, Receipt to Clear
- % Maintenance Repeat Troubles, 30 days
- % Trouble Report Rate
- % Out of Service < 24 hours
- Average Answer Time (LCSC Repair Center)

#### **Billing Performance Measurements:**

7. BellSouth provides timeliness and accuracy measurement reports for Optional Daily Usage File (ODUF) and Centralized Message Distribution System (CMDS). The target for percentage of usage transmitted is the same for CMDS transmissions and ODUF transmissions - 95% of usage sent within 6 calendar days.

BellSouth also provides the following Billing Measurements:

- Completeness: Target is 98% of all records delivered in 30 days of message creation
- Recorded Usage Data Accuracy: Target is 98%
- Data Packs: Target is 96%

**Account Maintenance Measurements:**

8. BellSouth provides three account maintenance measurements:
- Local service changes processed within 1 business day with notification to CLEC
  - PIC changes processed within 1 business day with notification to CLEC
  - Rejection for IXC "01" PIC changes processed within 1 business day with notification to IXC

**III. REPLY COMMENTS TO MR. MICHAEL PFAU'S AFFIDAVIT**

9. Mr. Pfau, on page 8 of his affidavit, stated that BellSouth must produce data for "all operations support systems functions, including pre-ordering, ordering, provisioning, maintenance and repair, and billing" for "each of the three modes of competitive entry: interconnection, services offered for resale, and unbundled network elements, including combination of elements." Mr. Pfau further states that BellSouth has failed to provide such data. Mr. Pfau's statement is simply in error. As demonstrated in the preceding measurement summary,

BellSouth has provided data for all of the functions Mr. Pfau highlighted.

BellSouth's measurements also closely follow the functional recommendation of the Local Competition Users Group's ("LCUG") referenced by Mr. Pfau on page 11 of his affidavit, although BellSouth strongly disagrees with the depth of detail proposed by LCUG. On page 6, Mr. Pfau also references the Department of Justice's ("DOJ") recommendation of November 4, 1997, with respect to BellSouth's South Carolina 271 Application. What Mr. Pfau fails to mention is my Reply Affidavit of November 14, 1997, which refutes the majority of the DOJ conclusions. Both Mr. Pfau and the DOJ overlooked numerous performance measurements in BellSouth's filings and failed to recognize the multiple reporting categories.

10. Mr. Pfau makes several comments on pages 4 and 17 about BellSouth "withholding" from the Commission available performance data. These statements are primarily directed toward Firm Order Confirmations ("FOCs") and Order Rejections. He further discusses FOCs and Order Rejections in paragraphs 37-44 and 45-47. BellSouth has not sought to "mask" or "hide" any data. This is demonstrated by BellSouth's agreement to provide a FOC measurement during its negotiations with AT&T and other CLECs. BellSouth continues to be committed to providing individual CLEC (contract based) FOC reports. Additionally, based on recent DOJ discussions, BellSouth is pursuing an aggregate CLEC report which will provide FOC data based on type of order entry (i.e., manual, EDI, or LENS). A retail comparison will not be included since BellSouth retail units do not receive a FOC when an order is placed. CLEC-specific reports will continue to be provided to CLECs who have a performance agreement with BellSouth.

11. As for providing order reject performance measurements, BellSouth remains fully committed to providing this data to CLECs based on contractual agreements (i.e., AT&T, Time Warner and US South). A trial is currently

underway with MCI for EDI mechanized rejects. BellSouth plans to have this capability available for all users in March, 1998.

12. Mr. Pfau comments, on page 18, that BellSouth “has not even attempted to provide with its applications” the performance measurements “found to be necessary in the Commission’s recent Ameritech Michigan and Bell Atlantic/NYNEX orders.” First of all, BellSouth did address and provide most of these measurements in its 271 filing. As for the Bell Atlantic/NYNEX reference, Mr. Pfau confuses the 271 requirements suggested in the Ameritech Michigan order with the Commission’s requirements for approving a merger between two major corporations.

13. On page 20, Mr. Pfau cites the requirement for BellSouth to provide average installation intervals based on issue date to completion date. BellSouth is producing this measurement on a going forward basis as referenced in paragraph 10 of my South Carolina reply affidavit. However, BellSouth continues to state that this particular measurement is not a valid indication of parity for assessing wholesale performance results which impact end-users.

14. On pages 23-25, Mr. Pfau states BellSouth failed to comply with the Commission’s “clear statements about the need for comparative performance data” for UNEs. He further indicates that BellSouth’s proposed intervals for UNEs are “unacceptable” because “they make no distinction between work involving dispatch and work requiring only central office software or billing database changes”. BellSouth has stated on numerous occasions that a retail analogue is not appropriate for determining UNE parity of performance. As this Commission has recognized, a retail analogue simply does not exist (Michigan Order, Paragraph 141). Mr. Pfau also fails to recognize provisioning complexity differences between handling a UNE software change and an interexchange carrier PIC change. The process of provisioning a UNE is quite complex as

documented in the Local Interconnection and Facilities Based Ordering Guide. Switch port specifications and end user specifications are just some of the 50 or more data inputs needed to provision a UNE. To compare a UNE software only change to an interLATA PIC change is like comparing a simple multiplication task to a calculus task.

15. On page 27, Mr. Pfau suggests that BellSouth has failed to provide provisioning accuracy performance data. Mr. Pfau advocates comparing the original order with the completed order to determine provisioning accuracy. BellSouth already provides an indicator of provisioning accuracy: % Troubles within 30 Days of New Service. This report indicates if the end-user customer experienced problems with the new service. Mr. Pfau's proposed approach would require that BellSouth manually review each CLEC original order and compare that order with the completed order. This process is burdensome and unnecessary because BellSouth's % Troubles within 30 Days of New Service measurement already reflects whether the customer is receiving the quality of services requested.

16. However, BellSouth is discussing options with AT&T regarding the accuracy measurement reflected in the BellSouth/AT&T agreement. BellSouth and AT&T had meetings in June and July of 1997 wherein it was mutually agreed that the parties would jointly conduct periodic audits of selected samples of completed service orders. On November 21, 1997, BellSouth notified AT&T of its basic agreement with the measurement process proposed by AT&T and scheduled detailed working sessions for the week of December 15, 1997 to finalize the measurement process.

17. On page 29, Mr. Pfau references BellSouth's position that held order performance data is not necessary. BellSouth's measurements for % Provisioning Appointments Met and Average Provisioning Intervals address this issue. Any

held orders would negatively impact BellSouth's % Provisioning Appointments Met results and would substantially increase the average interval results for CLECs.

18. On page 41 through 43, Mr. Pfau complains that BellSouth did not provide sufficient information on the answering of CLEC calls in the service centers. As Mr. Pfau recognizes, that report is under development. BellSouth will produce in January (for December performance) average response times for the LCSC, RRC and BRC.

19. In paragraph 55, Mr. Pfau incorrectly states that BellSouth does not provide speed of answer data for operator services and directory assistance. In my South Carolina reply affidavit, I explained that the data was available. BellSouth is accountable to each state's Public Service Commission ("PSC") for adhering to an average speed of answer measurement for all parties. The measurement is set by the PSCs; therefore, BellSouth does not negotiate specific speed of answer targets with individual CLECs.

20. In paragraph 56 of his affidavit, Mr. Pfau acknowledges that BellSouth had provided trunk blockage data. As to the other network performance measurements (transmission quality, speed of connection, and call completion rate) suggested by Mr. Pfau, BellSouth does not agree these are necessary. In fact, they are unworkable and cannot be reasonably implemented. As BellSouth understands it, a statistical sample of network configurations for CLEC customers must be selected. A similar sample is taken from BellSouth's retail base. Then, every month, each customer's service is subjected to transmission quality, speed of connection, and reliability testing. Many of these tests require the customer to be taken out of service. Tests which require the end user to be taken out of service are simply not acceptable. Neither are the administrative costs to accomplish such an effort acceptable.

21. Mr. Pfau ambiguously complains, in paragraph 60, that BellSouth did not provide clear and complete data on system availability. The list of scheduled hours of availability Mr. Pfau referred to in my OSS affidavit (Exhibit 36) represents the scheduled OSS availability hours as its title suggests. Exhibit 37 represents the actual hours of availability.

22. On page 48 of his affidavit, Mr. Pfau criticizes BellSouth for failing to provide response time performance data for customer service record ("CSR") retrieval, product/service availability retrieval (PSIMS), SONGS and DOE. BellSouth did not provide CSR and PSIMS response time data because of the incompatible retrieval processes for CLECs and BST retail. However, BellSouth will collect response time data for CSR and PSIMS for CLECs and provide such data on a going forward basis. Because SONGS and DOE are legacy systems, no direct comparison is possible.

23. Mr. Pfau references BellSouth's "adjusted flow thru" numbers and "some BST analysis of SOER" in an effort to invalidate BellSouth's % flow-thru data (Pfau, Paragraphs 66 and 67). Mr. Pfau incorrectly characterizes BellSouth's adjustments as arbitrary. BellSouth has conducted several studies to determine what percentage of service order processing errors are caused by CLEC order input errors. BellSouth has most recently conducted an internal audit review which examined approximately 3400 Local Service Requests (LSRs) for a two day period in November. These data indicate that for the processing day of November 18, 84.5% of the total errors were CLEC-caused, and for November 20, 82.77% of the total errors were CLEC-caused. Adjusted flow-thru is 91.32% and 91.02% respectively for the two days. Contrary to Mr. Pfau's assertions, CLEC specific error data is provided to the CLECs. BellSouth shares with each CLEC knowledge it gains in reviewing the causes of service order processing fall-

out. BellSouth will review the specific CLEC results of the referenced internal audit review if so requested by a CLEC.

24. On page 58 of his affidavit, Mr. Pfau criticizes BellSouth's use of statistical process control ("SPC") charts as a vehicle to evaluate non discrimination and parity performance requirements. To support his belief that SPC "shields all but the most extreme instances of discrimination" Mr. Pfau references the control range for one of BellSouth's measurements (% Provisioning Troubles Within 30 Days). Mr. Pfau fails to acknowledge that the CLEC performance results for that measurement are better than BellSouth's retail performance results. Thus there could be no issue of discrimination, regardless of the control range. The SPC process as proposed by BellSouth, moreover, produces performance comparisons that are straightforward and easily depicted so that the comparisons will be as useful as possible for this Commission and state commissions. SPC charts are not a replacement for CLEC-specific reports negotiated in contractual performance agreements.

25. Mr. Pfau does not believe that the use of three standard deviations is appropriate and states that federal court decisions have established two standard deviations as sufficient to establish a prima facie case of discrimination (Pfau, Page 59). These standard deviations were not randomly chosen by BellSouth, but are the industry norm. Mr. Pfau seems to believe that parity implies that a CLEC must receive better performance results than BST retail. That is not a correct assessment. Parity suggests that over a period of time, and on an aggregate basis, no distinction is made between services performed for CLEC end-users versus services performed for BST retail end-users. Neither PSCs nor other parties have agreed to a methodology or set of parameters which defines parity (or lack of parity).



26. Mr. Pfau misrepresents several performance results for the CLECs. On pages 63 and 64 of his affidavit, Mr. Pfau states that BellSouth's process control charts show discriminatory performance for various measurements. It is unclear how Mr. Pfau defined discriminatory treatment, since the percentage point differentials for those measurements he cites are negligible, and in no way infer discriminatory performance. Results that Mr. Pfau calls "so bad" in most cases reveal less than a 1% percentage point differential between BellSouth's retail customers and CLECs. On page 66, he references % Provisioning Appointments Met, Residential and Business Non-Dispatch and states that CLEC performance for September "quite literally fell off the chart". The real difference between CLEC and retail performance was only .96 of a percentage point (99.01 compared to 99.97) for residence and .38 of a percentage point for business (99.96 compared to 99.58). These numbers do not suggest discriminatory performance. As indicated in my Performance Affidavit, CLECs received better results than BellSouth retail for the majority of the measurements.

27. On page 70, while acknowledging that BellSouth has been clear that it excludes manual orders from the FOC performance measures, Mr. Pfau infers without any support that "other similar exclusions may be hidden in the data BellSouth is reporting for other measurements." BellSouth has made a concerted effort to define what is included or excluded in the performance measurements (Exhibit 9A, Stacy Performance Affidavit). Furthermore, AT&T agreed to many of the definitions during contract negotiations. Mr. Pfau's statements are without merit.

28. On pages 72-74, Mr. Pfau indicates the data warehouse proposed by BellSouth is "premature", and that my Louisiana performance affidavit provided "virtually no information about what will be contained in the data warehouse." He further stated the data warehouse was "simply a clever way for BellSouth to appear forthcoming while delivering only the data BellSouth wants to provide."

Mr. Pfau infers that since AT&T cannot currently access the warehouse, the warehouse is not a meaningful tool and therefore “premature”. Mr. Pfau, obviously, did not note that the DOJ (Mr. Friduss affidavit, paragraph 71) considers the data warehouse “as an outstanding advance.” Furthermore, Mr. Pfau apparently missed paragraphs 14 and 15 in my performance affidavit which stated all ordering data is available in the warehouse and that all of the report data generated thus far by BellSouth has been produced via the warehouse. Our first priority was to build an infrastructure to collect and store the data in a useful fashion. Our next priority is to establish an interface mechanism for the CLECs to have access to both their own data and summaries of all CLEC and BST aggregate data.

#### **IV. REPLY COMMENTS TO MR. SAM KING’S AFFIDAVIT**

29. In paragraph 32 of his supplemental declaration, Mr. King of MCI affirms the correctness of BellSouth metric for measuring comparative installation intervals. His unfortunate suspicion of BellSouth data is easily resolved. As set forth in my OSS affidavit (Stacy 2 Affidavit, Exh. WNS-11), BellSouth processed 25,556 CLEC orders in July 1997, the sum of all dispatched and non-dispatched Residence and Business “C”, “N”, and “T” orders. The 1,421 local service requests referred to which appear in my Performance Measurements affidavit (Stacy 1 South Carolina Affidavit, Exh. WNS-41) represent only the eligible portion of orders which were handled electronically.

30. Mr. King provides MCI’s specific data and compares the data to aggregated CLEC data provided by BellSouth (pages 24 through 26). Mr. King asserts that BellSouth’s data are “untrustworthy” since MCI has data that are inconsistent with BellSouth’s data. Since MCI did not define its data collection criteria, nor has MCI agreed to performance measures with BellSouth, it is somewhat difficult for BellSouth to address MCI’s data. However, in light of

Mr. King's allegation, BellSouth, utilizing its data warehouse, extracted all MCI service requests (307) for the period of August 1 through October 27, and reviewed each order to determine BellSouth's percentage for meeting the "committed to" due date. BellSouth's review shows that BellSouth in fact met the "committed to" due date 99.7% of the time, a far cry from MCI's contention that the due date was met only 24% of the time. BellSouth believes this difference is due to MCI's misapplication (or misrepresentation) of the "desired due date" as a date that BellSouth offered or committed to, as opposed to the "committed to" due date.

31. Mr. King continues with data comparisons on BellSouth's service order intervals (paragraphs 45-47). BellSouth cannot address the validity of these numbers since MCI provides no information as to the criteria used in collecting and summarizing the data. BellSouth has no way of knowing the "start" and "end" point of MCI's interval and FOC data. MCI also appears to combine various measurements, which further hinders BellSouth's analysis of the numbers. BellSouth encourages MCI to finalize a performance agreement with BellSouth so that comparable data sets are used by both parties.

32. MCI, in its Brief on page 48, stated that BellSouth would not allow MCI to include selected reports or measurements from other BellSouth agreements in MCI's interconnection agreement. That statement is incorrect. MCI can review all filed interconnection agreements, including performance measurements, and from that review develop its own list of proposed performance measurements for negotiation with BellSouth.

#### **V. REPLY COMMENTS FOR SPRINT, ALTS AND DOJ**

33. Sprint, in its comments on pages 35-36, indicated "a deficiency obtaining information regarding those OSS elements for which BellSouth can provide

performance data.” Sprint has been repeatedly advised informally as well as in regulatory proceedings that BellSouth will provide Sprint with performance measurements when Sprint signs a Performance Measurement Agreement. Sprint’s comments were directed toward Florida where no contract exists. Sprint has just signed a contract for Georgia and measurements will be provided for that state. Negotiations to expand the Sprint contract to include the remaining eight BellSouth states are underway. Once signed, measurement data will be provided as stipulated in the contract.

34. The ALTS, on page 8, states that BellSouth “refuses to include installation interval data.” Yet ALTS admits in the following paragraph that it did not conduct a thorough review of BellSouth’s Louisiana application. The installation interval data is available, as explained in Paragraphs 45 and 46 of my initial affidavit and noted in the summary of BellSouth’s measurements provided herein.

35. BellSouth is disappointed that the Department of Justice (“DOJ”), in its December 14, 1997 evaluation, failed to recognize or acknowledge the numerous erroneous comments made by Mr. Michael Friduss in his South Carolina affidavit. BellSouth addressed these inappropriate comments in my BellSouth South Carolina reply affidavit. Yet, the DOJ chose to ignore their failure in recognizing all of BellSouth’s performance measurements in South Carolina. The DOJ simply referred to the same affidavit by Mr. Friduss and stated BellSouth “has yet to institute the necessary range of measures.” The DOJ is wrong in its assessment; BellSouth has instituted the necessary performance measurements to demonstrate non-discriminatory performance.

36. On page 32, the DOJ indicates that it has “confirmed in discussions with BellSouth” that several performance measurements were not part of its permanent measures. The DOJ also indicates that BellSouth “added some permanent performance measures, but major deficiencies remain.” The DOJ lists fourteen

(14) measurements supposedly still lacking in BellSouth's permanent measurements. Again, the DOJ is wrong in its assessment. I will address each of the fourteen measurements cited by the DOJ:

- 1) Pre-Order System Response Time - Five Key Functions: As noted in Paragraph 3 of this Affidavit, BellSouth provides response times for RSAG, ATLAS, DSAP, and TAFI. Paragraph 22 addresses PSIMS and CSR response time as permanent measures on a going forward basis.
- 2) Total Service Order Cycle Time: As shown in Paragraph 5, BellSouth provides an issue date to completion date measurement for service order intervals, including average intervals.
- 3) Service Order Quality: According to Mr. Friduss (Friduss Affidavit, Paragraph 57) there are four different measurements which address service order quality: service order accuracy, percent reject orders, order submissions per order, and percent flow through. Mr. Friduss further stated that all of these measurements were not necessary to determine the reliability of the service order process, and that one or more would be sufficient. BellSouth provides two of the four measures referenced by Mr. Friduss: percent flow through and percent rejects (Paragraph 5).
- 4) Speed of Answer - Ordering Center: BellSouth does provide speed of answer in the Local Carrier Service Center ("LCSC") as a measurement as referenced in Paragraphs 5 and 18.
- 5) Average Service Provisioning Interval: BellSouth provides this data as a permanent measurement as shown in Paragraph 5.
- 6) Percent Service Provisioned Out of Interval: This measurement is also a BellSouth permanent measurement (Paragraph 5).
- 7) Port Availability: BellSouth is currently assessing the requirements to produce this measurement.
- 8) Completed Order Accuracy: As discussed in Paragraphs 15 and 16 of this affidavit, BellSouth is working with AT&T to develop a reasonable approach for this measurement.

- 9) Orders Held for Facilities: While BellSouth did not indicate this was a permanent measurement in its Louisiana filing, BellSouth has agreed to incorporate this measurement on a going-forward basis.
- 10) Billing Accuracy: As shown in Paragraph 7, BellSouth provides this measurement.
- 11) Billing Completeness: As shown in Paragraph 7, BellSouth provides this measurement.
- 12) Operator Services Speed of Answer: As BellSouth indicated in its South Carolina reply, and in Paragraph 19 herein, BellSouth provides this measurement under the auspices of PSC requirements. The data is available and accessible to all parties on a state basis.
- 13) Directory Assistance Speed of Answer: The same parameters apply as for Operator Services Speed of Answer.
- 14) 911 Database Update Timeliness and Accuracy: BellSouth will conform to all state regulations regarding 911 and adhere to any negotiated contractual requirements.

## **VI. SUMMARY**

37. In summary, BellSouth is committed to providing service to its CLEC customers in a non-discriminatory manner. BellSouth is also committed to collecting and providing the necessary data and reports that demonstrate parity or non-discrimination. BellSouth has proposed and adopted a robust set of performance measures which meet this criteria. BellSouth has further demonstrated its commitment by developing a Data Warehouse and offering to provide CLECs with access. BellSouth conforms to required performance measurement obligations.

38. I hereby swear that the foregoing is true and correct to the best of my information and belief.

I hereby swear that the foregoing is true and correct to the best of my information and belief.

William N. Stacy

William N. Stacy  
Assistant Vice President  
Interconnection Operations  
BellSouth Telecommunications, Inc.

Subscribed and sworn to before me this 15  
day of December, 1997.

Janice E Padgett  
Notary Public

Notary Public, Gwinnett County, GA  
My Commission Expires Feb. 19, 2000





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and BellSouth Long Distance, Inc., for	)	
Competitive Provision of In-Region,	)	
InterLATA Services in Louisiana	)	

Reply Affidavit of Alphonso J. Varner  
on Behalf of BellSouth